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## OFF-CAMPUS COLLEGE WORK-STUDY:

### AN ALTERNATIVE APPROACH

*Joseph A. Russo*

The recently revised College Work-Study Program manual (Summer 1971) included among its revisions two Sections in Chapter VII regarding Fiscal Policies and Procedures: both Sections 718 and 719 outline various suggestions for implementing a CWS Program by what might be seen as unconventional means. One of the reasons these new sections appear in the new manual presumably is that a relatively untried concept is gathering growing support from more financial aid officers, thus necessitating more specific guidelines regarding the actual implementation and mechanics of this new approach.

For many institutions off-campus CWS Programs have been rather limited or simply non-existent for several reasons. In some cases, there were insufficient funds available from Washington; in other cases, some fiscal officers were hesitant to become involved because of the additional clerical work necessitated in the handling of the payroll, W-2 forms, fringe benefits, etc.; to be burdened with this additional paper work would necessarily involve additional cost for the institution. Of course, the administrative reimbursement would help defray this cost, but why become involved in the additional work when the money could be spent with less complication on campus?



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Although HEW's emphasis on off-campus programs has experienced several shifts since the inception of the CWS Program, last fall's federal application seemed to imply a very strong thrust in the direction of off-campus employment. Much of the objection for this thrust came from the ranks of financial aid officers who agreed that since the main intent of this program was to provide students with money to meet their college expenses, why did it matter whether the employment was on or off campus? This argument no longer holds as much weight since a skillful financial aid officer, by engaging in off-campus agreements and using some of the options available to him, as will be further explained below, can indeed provide additional student aid for more students, with no significant additional burden upon his institution's budget or clerical efforts. By using these options, the financial aid officer can provide more jobs by generating more funds. Not only can more students be employed as a result, but many of the jobs can prove to be much more meaningful in terms of their course work and eventual career choice — which were also part of the original intent of this program.

To begin with, a somewhat obscure section of the CWS manual had always allowed the institution an option of arranging off-campus programs: either the college could remain the employer and payrollmaster or the off-campus agency could take this responsibility. If the latter arrangement were followed, the institution would be relieved of a great deal of the clerical work normally involved, such as the processing of tax exempt forms, compensation and fringe benefits, and the payroll itself, since the agency as the employer and payrollmaster assumes all such responsibilities. Under these terms, much of the uncertainty as to who is liable for the student's fringe benefits is removed, as such responsibility would now fall clearly with the agency. (CWS Manual, Section 517-D, pp. 5-12, 5-13.)

The agreement would thus read that 100 percent of the compensation would be paid by the agency and the institution would then be billed for the federal share on a regular basis during the period of employment — preferably once at the end. (A model off-campus agreement form appears at the end of this article which contains appropriate changes necessitated by incorporating these provisions.)

Several immediate advantages can be realized: without any additional clerical work (or at most very little), an off-campus agreement has been established; the increase in cost to the institution would be minimal, yet there would still be the 3% administrative reimbursement based on the total gross earnings of the students. Instead of writing individual payroll checks every week for each student, *one* check is sent to the agency at the end of the period of employment. At the same time, of course, students are being paid directly and normally much sooner by the agency itself, since the long delays involved in the forwarding and double checking of time records have been eliminated. Such a method obviously is all the more effective in working with agencies which may perhaps be several thousand miles from the student's institution — which certainly is a possibility when working with

agencies during the summer in the students' home towns. Of course, before the institution sends its reimbursement to the agency, it must first have received the necessary time sheets, proof of payment (usually copies of each payroll check), and a final statement itemizing each student's earnings, time worked, and break-down of institutional-agency shares. Once these forms have been checked for accuracy, the institution issues its one check.

Below are several suggestions which should not only prove helpful to a financial aid officer in arranging such agreements, but also offer recommendations whereby one could increase significantly the number of students who could be aided and/or the number of dollars they could earn — without any additional cost to the institution or the need for any additional federal funds!

Before attempting to initiate agreements with local agencies, it would be prudent to contact other local colleges to insure that a common approach might be taken in arranging off-campus contracts with the same agency. If *all* of the local institutions insist on the same method of payroll mechanics, that is, making the agency the employer and payrollmaster, chances of any reservation existing on the part of the off-campus agency are greatly reduced. Moreover, chances for better than an 80-20 percent agreement, for example, 60-40 percent or 50-50 percent, which allows the institution to spread its funds even further — are greatly enhanced.

It is not unusual to find many financial aid officers unaware of the option they have of using other than an 80-20% agreement, perhaps because most have always operated in none other than this traditionally acceptable way. The CWS manual states categorically in Section 608 that "it is permissible, however, for the institution or off-campus agency to contribute more than the minimum required percentage. Such a procedure could enable CWS funds to go further and allow more students to work under the program." A "50-50" agreement, skillfully negotiated, could not only be proposed to an off-campus agency as a very reasonable financial arrangement, but also could provide twice the number of working hours that would have existed without the CWS participation. Most agencies will be found to be quite receptive to the relatively small amount of clerical work involved, if their budgets for part-time or summer employment could be doubled . . . especially if no other college in the area is willing to cooperate with the particular agency unless such terms can be agreed to!

One of the positive consequences of such a program as alluded to earlier is that which allows the institution to negotiate long-distance summer agreements with agencies in the home towns of its students. Under the above arrangements, the student is not forced to wait weeks for his compensation while time sheets and payroll checks are being sent through the mail. Any problems with either can be settled on a first-hand basis by simply dealing directly with his employer.

There are many other positive aspects which flow from off-campus agreements: the good will between the institution and the community; the on-the-job experience which many students are often able to obtain, making their classroom contribution and experience more meaningful; by working in the local communities, potential new students for the college can be made interested, thus providing a means of recruitment; future employment opportunities and references for students can be established; and above all, needed financial aid is being provided enabling the student to remain in college. If funds can be spread among more students by better utilizing some of the options in the CWS Program, then, as stated in the CWS manual, more dollars can be provided to even greater numbers of students.

Several possible problem areas which could evolve in having the agency serve as the employer and payrollmaster should be noted. For example, contracts made with agencies at great distances from the institution will make periodic supervision by the financial aid officer rather impractical at times. USOE regional officers agree that this directive could be waived in such instances, provided that some assurance is taken that students were indeed performing adequately and being paid properly. To satisfy this obligation, periodic evaluations could be requested from employers and copies of payroll checks submitted along with time sheets. No reimbursement would be made to the agency until such requirements were satisfied. Additional follow-up by the financial aid officer upon the student's return to campus could be utilized as a method of reviewing programs for the future. No unusual difficulties would have to be anticipated with auditors or program reviews, as both time sheets and copies of individual payroll checks would be available upon request.

Other potential difficulties may be initially experienced when dealing with off-campus agencies who have been operating with both the institution serving as the employer and under terms negotiated at the minimum 80-20% agreement. Institutions can deal with such agencies by first seeking the cooperative efforts of other participating colleges, and then, if necessary, reducing partially or completely the CWS expenditures for that particular agency.

The USOE and the CWS Branch have apparently come to recognize that more institutions are using this heretofore untried method of CWS arrangement and are beginning to take advantage of some of the alternatives available to them. Recent off-campus emphasis may indeed necessitate such arrangements for colleges currently maintaining little or no off-campus program. The additional page in the manual this year seems to underline this point, as guidelines are being spelled out in more detail. Perhaps in the future we will also see included as a factor in the Regional Panel Reviews for authorization levels how well an institution has spread its federal funds. Such a move would tend to serve as an incentive to financial aid officers to conceive of more imaginative and innovative methods of developing these programs.

LE MOYNE COLLEGE  
College Work-Study Program  
AN AGREEMENT

This Agreement, made this ..... day of ....., 19 ....., is entered into between LE MOYNE COLLEGE, herein called the "Institution", and ....., a public non-profit organization within the meaning of that term as defined in the regulations of the Department of Health, Education and Welfare governing the College Work-Study Program, herein called the "Agency".

WHEREAS, the Institution and the Agency desire to enter into an agreement pursuant to Title IV, Part C of the Higher Education Act of 1965 (P.L. 89-329) as amended, and the regulations of the Department of Health, Education and Welfare applicable thereto, in order to promote, foster and develop ..... and the College Work-Study Program, for the purpose of providing employment and work experience to students eligible to participate in the College Work-Study Program, and to enjoy the mutual benefits arising from said program; and

WHEREAS, the Agency will benefit directly from its participation in the said program; and

WHEREAS, the said program will benefit the public welfare,

NOW, THEREFORE, it is mutually agreed as follows:

FIRST: The Agency hereby agrees to provide employment for students duly certified by the Institution and accepted by the Agency. Schedules to be attached to this Agreement from time to time, bearing the signatures of an authorized official of the Agency and of the Institution, will set forth the type of work to be performed by students under this Agreement, the total number of students to be employed, the hourly rate of pay, the total number of hours per week the students may work, and the total length of time the students are to be employed.

SECOND: Students will be made available to the Agency by the Institution for the performance of specified work assignments. The Agency or the Institution, either on its own initiative or at the request of the Agency, may remove students from the Agency or from work on a particular assignment, *provided that the Institution* shall remain responsible for its portion of the compensation earned by any duly certified student until such time as it shall inform the Agency in writing of its intentions to terminate the participation of such student. The Agency agrees that no student will be denied employment or be subjected to different treatment under this Agreement because of race, color, or national origin, and that it will comply with the regulations of the Department of Health, Education and Welfare which implement that Act.

THIRD: Transportation for students to and from their work will not be provided by the Agency or the Institution.

FOURTH: The Agency shall be deemed the employer for purposes of this Agreement and shall disburse the compensation payable to students under this Agreement, subject to the following terms and conditions:

1. The Agency shall pay to the student 100% of the gross compensation earned by him and in turn will periodically bill the Institution for reimbursement of .....% of the student's gross earnings paid;

2. The Agency shall provide such additional funds as may be necessary for compensation of students under this Agreement in accordance with such schedule or schedules;

3. The Institution shall make its remittance payable to the Agency on a regular basis to be agreed upon by both parties upon receipt from the Agency of a statement of gross compensation payable its students for the corresponding period; and

4. The Agency shall furnish to the Institution such information as may be necessary for the Institution to comply with the regulations of the U. S. Office of Education pertaining to the College Work-Study Program.

FIFTH: The Agency will be responsible for the supervision of work performed by students participating in any project under this Agreement, and will make available to the Institution the name and locations of Agency supervisors. The Agency will provide to the Institution a record of the hours worked during each payroll

period by each student as certified by an authorized employee of the Agency. The Agency will permit the Institution, from time to time as it may request, to inspect the premises in which any student is working under this Agreement, and will review with the Institution the working conditions and job requirements of all such students.

SIXTH: Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services; will be governed by such conditions, including compensation, as will be appropriate and reasonable in the light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve the construction, operation or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place of religious worship. Further, no project may involve political activity or work for any political party.

SEVENTH: No student shall perform work on any project under this Agreement for more than an average of fifteen (15) hours per week during any academic period while classes in which he is enrolled are in session, or for more than forty (40) hours per any other week, or as may otherwise be provided under applicable Federal law and regulations.

EIGHTH: This Agreement shall supercede any and all prior Agreements between the Institution and the Agency regarding the mutual operation of a Work-Study Program under the provisions of the College Work-Study Program.

NINTH: This Agreement shall take effect ....., 19....., and shall terminate ....., 19....., and may be extended by written agreement of the parties hereto for a period of one year.

*N.B.* Enclosed with this contract would be a cover letter explaining the mechanics of supervision, payroll distribution, time sheets, copies of payroll checks, re-imbusement procedures, etc.